



STATE OF TENNESSEE
Department of Finance & Administration

REQUEST FOR PROPOSALS
FOR
Information Technology (IT) Research and Advisory
Subscription Services

RFP Number: 317.03-109

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1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, intends to secure a contract for the acquisition of information technology (IT) research and advisory subscription services that meets the State's requirements and provisions listed in this RFP. The Office for Information Resources (OIR) within the Department of Finance & Administration is required to provide the State with the technology infrastructure that will support the business needs of all State agencies. With the rapid changes in technology, research advisory services continually study the industries, identify trends and "best practices" in the industry, allowing the State access to current and up-to-date critical technology information. OIR establishes and maintains a Technical Architecture for the State that defines IT policies and standards (see RFP Attachment 9.7 for the summary level version).

The Office for Information Resources is responsible for providing direction, planning, resources, execution and coordination in managing information systems needs across state agencies within the State of Tennessee. Research and Advisory Subscription Services are needed to provide OIR the necessary information to accomplish their mission. OIR requires marketplace objectivity, expedited research and consultation response when emergency critical technical issues arise, extensive data to support risk reduction in technical decision making, and a comprehensive volume of "best practices" gleaned from major public and private organizations from around the world.

OIR's management structure covers a wide area to meet the needs of the state agencies and the citizens of Tennessee.

The four (4) major organizational areas within OIR include:

- Operations and Infrastructure Support
- Emerging Technologies, Projects, and Applications
- Quality, Planning, Performance, and Security
- Administration & Fiscal Support Services

Operations and Support covers Data Networking, Telecommunications (which includes Voice Services, SNA Network Services, WAN Services, Cabling and Infrastructure, WAN Security Services, and LAN Operations); Operations of the State Data Center; Mainframe Technical Support and an Integrated Help Desk and Customer Service Solutions.

Emerging Technologies, Projects, and Applications covers Systems Development and Support, Project Management, eGovernment, Data Resource Management and Geographic Information Systems.

Quality, Planning, Performance, and Security covers Quality Assurance & Testing; Information Systems Planning and Research of new technologies; development and enforcement of state-wide security policies.

Administration and Fiscal Support Services consist of providing IT training, IT procurement and contract management; contract support of IT Professional Services; and financial management of IT services.

1.2 Scope of Service

Section A of the *pro forma* contract, included in Section 8 of this RFP, details the scope of services and deliverables that the State requires.

The *pro forma* contract also includes the terms and conditions required by the State.

1.3 Contract Duration

The State intends to enter into a contract with an effective period of January 3, 2004 through January 2, 2005.

The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than three (3) years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

1.4 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to Section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, Facsimile Number, and Email Address of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

1.5 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.6 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Buddy Lea, Director of Resource Development and Support
12th Floor, William R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243
Tele: (615) 741-7662

1.7 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	State Issues RFP	10/16/03	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	10/24/03	
3	Pre-proposal Conference	10/31/03	10:00 AM
4	Deadline for <i>Letter of Intent to Propose</i>	11/6/03	
5	Deadline for Written Comments	11/7/03	
6	State Issues Responses to Written Comments	11/17/03	
7	Deadline for Submitting a Proposal <u>and</u> State Opens Technical Proposals	12/3/03	1:00 PM
8	State Completes Technical Evaluations	12/11/03	
9	State Opens Cost Proposal	12/12/03	9:00 AM
10	State Completes Cost Evaluations	12/12/03	
11	State Sends a written Evaluation Notice to Proposers <u>and</u> State Opens RFP Files for Public Inspection	12/18/03	9:00 AM
12	Conclusion of Contract Negotiation, and Contract Signing	1/2/04	
13	Anticipated Contract Start Date	1/3/04	
14	Deadline for Performance Bond (failure to submit the performance bond as required shall result in contract termination)	N/A	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP.

Leslie Humphreys
Department of Finance and Administration
Suite 1600, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510
(615) 741-9664 telephone
(615) 741-4589 FAX
Leslie.Tipton.Humphreys@state.tn.us

3.2 RFP Number

The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP-317.03-109

3.3 Communications Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other State employees of the procuring state agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail on the same date.
- 3.3.4 The State shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The State shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only, and if a proposer relies on said factual information it should either:
 - a) independently verify the information; or
 - b) obtain the State's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and seven (7) copies of the Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP-317.03-109 -- Do Not Open”

One (1) Cost Proposal shall be submitted to the State as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP-317.03-109 -- Do Not Open”

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

- 3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Department of Finance and Administration
Office for Information Resources
ATTN: Leslie Humphreys
Suite 1600, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510

3.6 Proposal Preparation Costs

The State shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The State shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the State.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the state determines that a proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the State. Each subcontractor must be approved in writing by the State. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior, written approval from the State.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

3.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the State.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall **not** propose unrequested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

3.16 Independent Price Determination

- 3.16.1 A proposal shall be disqualified and rejected by the State if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a State employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.16.4 Should any such prohibited action detailed in Sections 3.16.1, 3.16.2, and 3.16.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.17 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

3.18 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

- 3.19.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

- 3.19.2 State agencies shall not contract with an individual who is, or within the past six months has been, an employee of the State of Tennessee. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.
- 3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

3.20 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.21 Right of Rejection

- 3.21.1 The State reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their proposals. If a Proposer does so, the State may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.
- 3.21.4 The State reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the State. Where the State waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.

3.22 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with **Tennessee Code Annotated**, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

3.23 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Pre-Proposal Conference

- 4.1.1 A pre-proposal conference for all potential Proposers is scheduled at the Pre-Proposal Conference time and date detailed in the Section 2, RFP Schedule of Events. The conference shall be held at the

**Montgomery Room
OIR Training Center
3rd Floor, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510**

Each vendor may send a maximum of three (3) representatives. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP.

- 4.1.2 The State encourages all potential proposers to attend the pre-proposal conference although attendance is not mandatory.
- 4.1.3 Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that the State may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.
- 4.1.4 The response to any question that is given orally at the pre-proposal conference is to be considered tentative and nonbinding on the State. After the conference, the official response to questions shall be published in writing. This shall ensure accurate, consistent responses to all vendors. Copies of all written questions and the State's responses shall be mailed to all vendors submitting a *Letter of Intent to Propose*. Only the written responses from the State shall be considered official.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.
- 5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

Proposal Transmittal Letter;

Mandatory Proposer Qualifications;

General Proposer Qualifications and Experience;

Technical Approach;

IT Research & Advisory Services Technical Requirements.

If a proposal fails to detail and address each of the requirements detailed herein, the State may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.
- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the State prior to the use of any subcontractors.)
- 5.2.1.6 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.

- 5.2.2 Mandatory Proposer Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

- 5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section 8 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)

- 5.2.2.2 written certification and assurance of the Proposer's compliance with:

- a) the laws of the State of Tennessee;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

- 5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:

- 5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing
- 5.2.2.3.2 two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business; in lieu of such, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months, and
- 5.2.2.3.3 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars (\$1,000,000.00).

- 5.2.3 General Proposer Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:
- 5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP;
 - 5.2.3.2 a brief description of the Proposer's background and organizational history;
 - 5.2.3.3 years in business;
 - 5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP;
 - 5.2.3.5 location of offices;
 - 5.2.3.6 a description of the Proposer organization's number of employees, longevity, client base;
 - 5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years (if so, an explanation providing relevant details);
 - 5.2.3.8 form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);
 - 5.2.3.9 a statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;
 - 5.2.3.10 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP;
 - 5.2.3.11 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
 - 5.2.3.12 a narrative description of the proposed Account Representative, their location, and frequency of visits to the State;
 - 5.2.3.13 customer references for similar services representing five accounts currently serviced by the vendor that are comparable to the scope of service(s) required by the State of Tennessee (three of those references must be government clients) — each reference must include:
 - a) the company name and business address;
 - b) the name, title, and telephone number of the company contact knowledgeable about the project work; and
 - c) a brief description of the service provided and the period of service.

- 5.2.3.14 a list, if any, of all current contractual relationships with the State of Tennessee and all those completed within the previous five-year period— the list must include:
- a) the contract number;
 - b) the contract term; and
 - c) the procuring state agency for each reference.

(NOTE: Current or prior contracts with the State are NOT a prerequisite to being awarded the maximum available points for the Proposer Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed pursuant to Section 5.2.3.15, shall be generally considered in awarding Proposer Qualifications and Experience category points.)

- 5.2.4 Technical Approach. The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the State to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:

- 5.2.4.1 Proposer must define and describe their Research and Advisory Services Model.
- 5.2.4.2 Proposer must describe how research is delivered and presented.
- 5.2.4.3 Proposer must define and describe all services available pertaining to research and advisory services.

- 5.2.5 IT Research & Advisory Services Technical Requirements. The State's requirements for IT Research & Advisory Services are described in the pro forma Scope of Services, and Contract Attachment A, *IT Research & Advisory Services Technical Requirements*. In responding to RFP Section 5.2.5, the Proposer must use Contract Attachment A, or an exact duplicate thereof, to submit its responses. The Proposer shall fill in the "Proposer Name" at the top of Attachment A and leave the "Evaluator Name" and "Date" blank. Each of the technical requirements as detailed in Contract Attachment A, *IT Research & Advisory Services Technical Requirements*, **must be addressed**.

The Proposer must respond to each Reference Number row within the *IT Research & Advisory Services Technical Requirements* (200.00 Scope of IT Research & Advisory Services). For each row, in the column marked "Proposer Response", the Proposer will respond with a List of the Specific Research & Advisory Service(s), Description of the Service Coverage, and number of research & advisory analysts that support these specific service(s). If a specific Service does not exist, indicate this and provide in the "Description" whether there is available published research that covers the technical requirement. NOTE: An individual analyst providing research and advisory services cannot be counted more than once, even if they support multiple technologies and/or services.

The Proposer must respond to each Reference Number row within the *IT Research & Advisory Services Technical Requirements* (300.00 Additional Services). For each row, in the column marked "Proposer Response", the Proposer will respond with exactly what is provided and what is not provided and how these services/products are provided.

Research and Advisory Services include created and published research reports, planning assumptions, strategic analysis reports, research notes, bulletins, alerts, summary and evaluations of the IT industry, issues, products and major IT trends in the marketplace.

A blank in Proposer Response for “List Specific Service” means that the Proposer does not have any Research & Advisory Service to cover this particular technical requirement in published research and advisory capacity. A blank in Proposer Response for “Description” means that the Proposer does not have any Research & Advisory Services to cover this particular technical requirement in published research and advisory capacity. A blank in Proposer Response for number of analysts will indicate there are not any (zero) analysts to cover this particular technical requirement. A blank in Proposer Response(s) will be scored accordingly.

Access to Proposer’s research & advisory service materials shall be required to allow the Proposal Evaluation Team full research inquiry privileges to research materials to allow evaluation of the Proposer’s research materials. The evaluator(s) will select article(s) from the Proposer’s research materials, as defined in Contract Attachment A, for evaluation.

IMPORTANT NOTE: The State will assign an evaluation score to each of the requirements in the *IT Research & Advisory Services Technical Requirements* document: 0 to 20 points. If the Proposer does not address the requirement then zero (0) points will be awarded. There is a possible Technical Requirements Raw Score of 520 points.

The State will evaluate Contract Attachment A, *IT Research & Advisory Services Technical Requirements* as the Technical Requirements component of the proposal evaluation and it is worth a maximum of 30 points.

The Technical Requirements Score will be calculated using the Proposer’s “Technical Requirements Raw Score” from Contract Attachment A, *IT Research & Advisory Services Technical Requirements*, in the following formula (calculations shall result in numbers rounded to two decimal places):

$$\frac{\text{Proposer's Technical Requirements Raw Score}}{\text{Possible Technical Requirements Raw Score (520)}} \times 30 = \text{Technical Requirements Score}$$

5.2.6 Proposer must provide the total number of research and advisory services’ analysts. An individual analyst providing research and advisory services cannot be counted more than once, even if they support multiple technologies and/or services.

5.2.7 Proposer must provide unique user IDs and passwords for the seven (7) RFP evaluators. The user IDs and passwords will be used to access the research and advisory services during the evaluation period.

5.3 Cost Proposal

5.3.1 The Cost Proposal shall be submitted to the State in a separate, sealed package from the Technical proposal.

5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.

- 5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.

The Proposer shall also provide a most current dated published Catalog, Price List, or Price Schedule and must quote a single percentage (%) discount applying to services related to 'Consulting Services'. No printed prices or items as shown in any Catalogs, Price Lists, or Price Schedules submitted, as part of the Cost Proposal shall be altered, amended or limited. All services and product lines subject to the single percentage (%) discount response shall be clearly defined by the Proposer.

Catalogs, Price Lists, or Price Schedules submitted will be evaluated and may be accepted in whole, or acceptance may be limited to specific services or groups of services or to a specified dollar amount.

A Catalog, Price List, Price Schedule or Internet Catalog site means the price included in a Catalog, Price List, Price Schedule or Internet Catalog Site that:

- a. Is regularly maintained by the Proposer;
- b. Is either published or otherwise available for inspection by customers; and
- c. States reasonable pricing comparable to pricing available to a significant number of any category of buyers constituting the general buying public for the services involved.

- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

- 5.3.5 The Proposer must sign and date the Cost Proposal.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, Technical Requirements and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Proposer Qualifications and Experience	20
Technical Approach	10
Technical Requirements	30
Cost Proposal	40

6.2 Proposal Evaluation Process

- 6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals.
- 6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more State employees shall be responsible for evaluating proposals.
- 6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:
- a) if it meets requirements for further evaluation;
 - b) if the State shall request clarification(s) or correction(s); or
 - c) if the State shall determine the proposal nonresponsive and reject it.
- 6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals.
- Each evaluator shall score the “General Proposer Qualifications and Experience” section, the “Technical Approach” section and the “IT Research & Advisory Services Technical Requirements” section of each Proposal.
- The evaluation scoring shall use the pre-established evaluation criteria set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals. (Refer to Attachment A, IT Research & Advisory Services Technical Requirements and Attachment 9.3, Technical Proposal Evaluation Format).
- 6.2.5 The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the State and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.
- 6.2.6 Upon completion of the “General Proposer Qualifications and Experience,” “Technical Approach,” and “IT Research and Advisory Services Technical Requirements” scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average “Qualifications and Experience,” “Technical Approach,” and “IT Research and Advisory Services Technical Requirements” score for each proposal.
- The RFP Coordinator will then calculate the Total Technical Proposal Score for each Proposal by adding the average scores “Qualifications and Experience”, “Technical Approach”, and “Technical Requirements”.

- 6.2.7 After opening the Cost Proposals, the RFP Coordinator shall calculate scores for each Cost Proposal. The Cost Evaluation score shall be based on the proposed cost for evaluation amount indicated by the Cost Proposal. The amount shall be used in the following formula to determine the points a Proposer shall receive for the Cost Proposal:

$$\frac{\text{lowest proposed cost for evaluation}}{\text{proposed cost for evaluation being evaluated}} \times \text{maximum cost points} = \text{SCORE of cost proposal being evaluated}$$

(Refer to Attachment 9.4, Cost Proposal Evaluation Format, for details.)

- 6.2.8 The RFP Coordinator shall combine the average Technical Evaluation scores with the Cost Evaluation scores for each Proposer. (Refer to Attachment 9.5, Proposal Score Summary Matrix).
- 6.2.9 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (e.g., 9.99).

6.3 Contract Award Process

- 6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration.
- 6.3.2 The State reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Evaluation Notice to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. (Refer to Attachment 9.6 for a sample notice).
- 6.3.4 The RFP files shall be made available for public inspection.
- 6.3.5 The State reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.
- 6.3.6 The apparent best evaluated Proposer shall be prepared to enter into a contract with the State which shall be substantially the same as the *pro forma* contract included in Section 8 of this RFP. Notwithstanding, the State reserves the right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
- 6.3.7 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Proposer, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP and reject the proposal.
- 6.3.8 If the State determines that the apparent best evaluated Proposer is nonresponsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of 6.2.8, *et seq.*, above.
- 6.3.9 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

7 STANDARD CONTRACT INFORMATION ---

7.1 Contractor Registration

Contractor Registration is required of all state contractors. Proposers need not be registered with the state to make a proposal. However, all service providers with whom the state of Tennessee contracts must register through the Department of Finance and Administration *Service Provider Registry System* (SPRS) prior to contract approval. Any unregistered service provider must simply file a completed registration with the State prior to the final approval of a contract.

- 7.1.1 The SPRS is intended to foster the state's use of minority and small businesses and promote competition in service contracting. Through the system, state agencies will have access to ownership and service information about potential service providers. For more information, visit the SPRS Internet site at <http://www.state.tn.us/finance/rds/ocr/sprs.html> or direct questions about SPRS registration to:

Department of Finance and Administration
Office of Contracts Review
12th Floor, William R. Snodgrass Tennessee Tower
Nashville, TN 37243-1700
(615) 741-7662

- 7.1.2 This RFP details SPRS registration information only as a contract requirement notice. SPRS registrations should not be submitted with proposal materials. SPRS registration information will not be considered in the evaluation process pursuant to this RFP.

- 7.1.3 If a Proposer fails to register with the state as a service provider as required by the Department of Finance and Administration within 14 days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP.

7.2 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

7.3 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee.

7.4 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.5 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.6 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
FINANCE AND ADMINISTRATION
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of Information Technology (IT) Research and Advisory Subscription Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

- A.1 The Contractor shall provide memberships to all of the Contractor's research and advisory services with unlimited access to analyst(s) inquiry. The Contractor shall provide access to the analyst(s) within seven (7) business days of the State's inquiry request. A business day is defined as 8:00a.m. (C.S.T.) to 4:30p.m. (C.S.T.), excluding weekends and official state holidays. A telephone call with the analyst or email response from the analyst shall be scheduled within twenty-four (24) to forty-eight (48) business hours of the initial inquiry request.
- A.2 The Contractor shall provide memberships to all of the Contractor's research and advisory services with no access to analyst(s) inquiry.
- A.3 The Contractor shall provide with any membership (with analyst inquiry or with no analyst inquiry) web-based inquiry to all research and advisory services, access to web casts, and access to online briefings. The Contractor shall provide the State the ability to access research notes and reports via the Internet using a web-browser.
- A.4 The Contractor shall provide the State the ability to send inquiries and questions to the Contractor via electronic mail and telephone. The Contractor shall provide the ability to send research notes and reports to the State via electronic mail.

- A.5 The Contractor shall provide consulting services for special limited purpose projects, such as, assistance with defining a Data Warehousing Deployment Strategy, as requested by the State. Special projects may be identified through a Statement of Work provided by the State to the Contractor. The Contractor will respond to the Statement of Work with a maximum project cost, based on the discount rate set forth in Section C.3 of this Contract, and a project timeframe. The State has the sole discretion to accept or reject the Contractor's proposal.

The Contractor shall provide a "Senior Enterprise Technology Consultant" for services requested by the State. The title used "Senior Enterprise Technology Consultant" is intended to indicate the scope and level of technical knowledge and experience required. The individual consultant's job title may vary depending upon the Contractor's organization.

The consulting services rate shall be based on a per day basis. A day is defined as a minimum of eight (8) hours of work within a twenty-four (24) hour time period. The Contractor shall bill only for the portions of the day if the Contractor provided fewer than eight hours of service in a standard twenty-four hour day.

- A.6 The Contractor shall provide additional memberships (with analyst inquiry or with no analyst inquiry) beyond the initial State purchase of memberships, as requested by the State, at the rates set forth in Section C.3.
- A.7 The Contractor shall provide a registration cost for technical conferences that the Contractor sponsors at the rates set forth in Section C.3.
- A.8 The Contractor shall provide one (1) on-site annual briefing and one (1) audio- conference annual briefing to the State. The State, in discussion with the Contractor, will select the technology and/or management issue to be addressed for the briefings.
- A.9 The Contractor shall assign an Account Representative who shall be the State's primary point of contact for the duration of this contract.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on January 3, 2004 and ending on January 2, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no greater than three (3) years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE

AMOUNT

Bundled Membership Cost for 4/2 Users

\$[NUMBER AMOUNT]

Four (4) users with full research and advisory services access. Two (2) of those users will additionally have analyst inquiry privileges.

Bundled Membership Cost for 6/3 Users

\$[NUMBER AMOUNT]

Six users (6) with full research and advisory services access. Three (3) of those users will additionally have analyst inquiry privileges.

Bundled Membership Cost for 10/4 Additional Users

\$[NUMBER AMOUNT]

Ten (10) users with full research and advisory services access. Four (4) of those users will additionally have analyst inquiry privileges.

SERVICE UNIT/MILESTONE**AMOUNT****Research & Advisory Service**

\$[NUMBER AMOUNT]

Single Membership with Analyst Inquiry Privileges Cost

A single user to have full research and advisory services access and additionally have analyst(s) inquiry privileges. **(Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)**

Research & Advisory Service

\$[NUMBER AMOUNT]

Single Membership with no Analyst Inquiry Privileges Cost

A single user to have full research and advisory services access with no analyst(s) inquiry privileges. **(Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)**

Research & Advisory Service

\$[NUMBER AMOUNT]

Single Membership with Analyst Inquiry Privileges Cost

A single user to have full research and advisory services access and additionally have analyst(s) inquiry privileges. **(Note: A bundled group of users has not been purchased by the State.)**

Research & Advisory Service

\$[NUMBER AMOUNT]

Single Membership Cost with no Analyst Inquiry Privileges Cost

A single user to have full research and advisory services access with no analyst(s) inquiry privileges. **(Note: A bundled group of users has not been purchased by the State.)**

Technology Conference Registration Cost

\$[NUMBER AMOUNT]

A cost for the registration fee of a Technology-specific Conference offered by the Proposer.

Published Catalog for "Consulting Services" – Percent of Discount Rate

[DISCOUNT RATE]%

Discount rate for consulting services. This should be entered as a percentage (%) (ex. 20% less than the catalog price).

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Gladys Wolfe, Director, Information Technology Planning and Research
Department of Finance and Administration
Suite 1700, Wm. R. Snodgrass Tennessee
312 8th Avenue North
Nashville, TN 37243-1510
(615) 741-4424 Telephone
(615) 741-6164 FAX

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.5. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.7. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

- E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.9. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.11. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.12. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.13. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. if you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

E.14. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.16. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.
- E.17. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.18. Catalog, Price List, or Price Schedule Supplement(s). During the course of this contract, the State may request the Contractor to update the Catalog, Price List or Price Schedule with additional product(s) or services(s) within the original scope of the contract. The State shall provide the Contractor with a written description of the additional product(s) or services(s), and the Contractor shall submit a price for the additional item(s). If the State and Contractor reach an agreement regarding the product(s) or service(s) and the fee associated with the addition, the agreement shall become effective by means of a contract amendment. Any such amendment requiring additional product(s) or service(s) must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring State agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. Goetz, Jr., Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

**IT RESEARCH & ADVISORY SERVICES
TECHNICAL REQUIREMENTS**

Proposer Name		Evaluator Name			
Date					
Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response - Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.00	SCOPE OF IT RESEARCH & ADVISORY SERVICES				
200.01	<p>Infrastructure - infrastructure is the physical hardware, software, and communications used to interconnect computers and users.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Hardware platforms (Mainframe, UNIX, Desktop, Mobile Devices) • Operating Systems (Mainframe, UNIX, Desktop, Mobile) • Network Operating Systems (NOS) • Application/Database Server Operating Systems • Communications 				
200.02	<p>Infrastructure – Software Asset Management (SAM).</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Contracting for Software • Implementation of SAM tools <ul style="list-style-type: none"> ◦ Manage software licensing costs ◦ Maintain software license inventories • Software disposal 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.03	Advanced & Emerging Technologies Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Identification of new trends and technologies that affect businesses and governments • Determination of technologies that will have a major impact on the marketplace • Provision of technology projections for at least five (5) years 				
200.04	Applications & Application Development Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Application Development Tools & Utilities • Application Integration • Application Development Languages (Mainframe, UNIX, Desktop, and Mobile platforms) • Application Server • Change Management • Output Management <ul style="list-style-type: none"> ◦ Printed and online output documents ◦ Microfiche ◦ Online output document viewing, etc. 				
200.05	Benchmarking - point of reference by which IT related entities, components, or models can be measured. Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Provision of measurements for IT components such as, a particular operating system or application, to include at least: <ul style="list-style-type: none"> ◦ A set of performance criteria that a product is expected to meet. ◦ Benchmark programs for downloading or a benchmark testing service. 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response - Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.06	Best Practices Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Successful solutions and practices developed and implemented by enterprises that produce a high return on investment or significant business results. • Information related to unsuccessful initiatives or projects of other companies or governments to avoid costly errors of your own. 				
200.07	Business Intelligence - applications and technologies for gathering, storing, analyzing, and providing access to data to help enterprise users make more informed business decisions. Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Decision support systems • Query and reporting • Online and relational analytical processing (OLAP/ROLAP) • Statistical analysis • Forecasting • Data Mining 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.08	<p>Collaboration</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none">• Automated Data Capture<ul style="list-style-type: none">○ Capture and conversion of paper-based and electronic forms into digital data○ Electronic Forms• Content Management<ul style="list-style-type: none">○ Manages the content of a Web site• Document Management<ul style="list-style-type: none">○ Services for organizing, managing, and routing electronic documents○ Ability to store, locate and retrieve information throughout a document's life cycle• Imaging – electronic capture, storage, management, communication and retrieval of documents• Workflow• Instant Messaging• Electronic Mail• Directory Services• Global Directory Services• Office Productivity Tools<ul style="list-style-type: none">○ Desktop Publishing○ Spreadsheet○ Word Processing○ Presentation• List Management Software - handles subscription requests for a mailing list and distributes new messages, newsletters, or other postings from the list's members• Project Management				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response - Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.09	Contract Negotiation Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Negotiation of software/hardware/IT service agreements more effectively, aligning contracts to the company's overall business strategy Review of Procurements (RFPs, ITBs, Contracts) & provision of feedback related to the RFP 				
200.10	Data Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Database Design <ul style="list-style-type: none"> Issues and approaches involved in the design of a database Architecture/theory Data modeling Database normalization Metadata Database Management System Database Change Management Database Monitoring Data Availability <ul style="list-style-type: none"> Backup/Recovery Data Movement <ul style="list-style-type: none"> Archive Migration Replication File Transfer Data Quality <ul style="list-style-type: none"> Cleansing Transformation Data Access <ul style="list-style-type: none"> Query/Reporting Data Analysis Database Middleware Data Security 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response - Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.11	<p>Data Warehousing - A data warehouse is a central repository for all or significant parts of the data that an enterprise's various business systems collect.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Data Analysis <ul style="list-style-type: none"> ◦ OLAP ◦ ROLAP • Database Management System • Data Mart • Repository • Extract, Transform, and Load • Warehouse Design 				
200.12	<p>Enterprise Applications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Enterprise Resource Planning (ERP) -A broad set of activities supported by multi-module application software that helps a business or government manage the important administrative components of its business <ul style="list-style-type: none"> ◦ Planning, accounting, budgeting, employee services, purchasing, maintaining inventories, interacting with suppliers, providing customer service, and tracking orders. • Customer Relationship Management (CRM) - an information industry term for methodologies, software, and usually Internet capabilities that help an enterprise manage customer relationships in an organized way. 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.13	<p>Enterprise Networking/Communications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Data Networking (WAN, LAN, SNA) • Cabling (WAN, LAN, Voice, SNA, Video) • Mobile/Point-to-Point Wireless (Wireless Protocol, Antenna, Wireless Transport) • Voice (Commercial C/O Service, PBX Trunks, Premise Based Systems, VMS, Business Lines, Backbone Transport, Long Distance, Call Center Management) • Video (Circuit/Carrier, Video Protocols, Telemedicine Peripherals, CSU/DSU, Modems, Video CODEC, Document Camera, Video Switches, Video Bridge) 				
200.14	<p>Executive IT Level including Chief Information Officer (CIO focus)</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Single source of knowledge provided to CIO • One-to-one counsel • Personalized service • Shared knowledge across a community of CIOs of large corporations • Strategic Planning/IT Budgeting trends and methodologies, example - Return On Investment (ROI) • Aligning IT business goals technology with the enterprise's • Organizational Issues – example. Compensation; Succession Management 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response - Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.15	<p>Geographic Information Systems (GIS) enables you to envision the geographic aspects of a body of data. Facilitates analysis or query of data through spatial presentation.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Tools & Utilities • Databases • Query & Analysis • Repository 				
200.16	<p>Specific Government Service - Analysis of federal, state and local government agencies and departments use of IT technology.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Addresses Federal, State and Local Government issues and concerns, such as: <ul style="list-style-type: none"> ○ Legislative Mandates/Trends ○ Privacy Issues ○ Funding strategies ○ Bureaucratic policies and practices ○ Resource constraints ○ Government methodologies ○ Procurement 				
200.17	<p>Help Desk Management & Support - A help desk usually consist of special software to help analyze problems and a group of experts using software to help track the status of problems (for example, the status of a company's telecommunications network).</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Provision of centralized problem resolution help to users within an enterprise • Management Support issues and trends 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response - Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.18	<p>Management of IT Organizations</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Staffing • Governance Models • Network Operations -A network operations center (NOC) is a place from which a telecommunications network is supervised, monitored, and maintained. • Data Center Operations - central data processing facility and/or the group of people who manage the companies' data processing and networks • Integrated Help Desk Operations <ul style="list-style-type: none"> o 24x7 Operations • Telecommuting 				
200.19	<p>Mobile Communications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <p>Wireless communications such as:</p> <ul style="list-style-type: none"> • Convergence of mobile devices • Global Positioning System (GPS) • Wireless LANs • Wireless Applications • Handheld Devices - term for any small mobile hand-held device that provides computing and information storage and retrieval capabilities for personal or business use 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.20	<p>Security</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • System Security • Network Security – <ul style="list-style-type: none"> ○ Monitoring of networks and critical hosts for unusual or suspicious activity ○ Firewalls ○ Intrusion Detection & IDS log analysis ○ Forensic analysis ○ Virus Protection ○ Network architecture assessment and design ○ User and Design Authentication • Vulnerability assessment and remediation • Physical Security • Encryption Methods (storage & transit) & Tools 				
200.21	<p>Security – Disaster Recovery</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Business Continuity Planning • Disaster Recovery Plan (DRP) - how an organization plans to deal with potential disasters and recovery situations. • Enterprise Risk Management - process of planning, organizing, leading, and controlling the activities of an organization in order to minimize the effects of risk on an organization's capital and assets. 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response – Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.22	<p>Strategic Planning</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Total Cost of Ownership - designed to help enterprise managers assess both direct and indirect costs and benefits related to the purchase and maintenance of any IT component. • Enterprise Architecture – a process lifecycle as well as the outcome of thinking out and specifying the overall structure, logical components, and the logical interrelationships of a computer, its operating system, a network. 				
200.23	<p>Systems Management</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Storage Management – file backup and archiving in a way that uses storage devices economically and without the user needing to be aware of when files are being retrieved from backup storage media. • Backup/Retrieval - copying files or databases so that they will be preserved in case of equipment failure or other catastrophe • Software Distribution - management and facilitation of every aspect of deployment or migration of software • Performance Monitoring & Tuning - includes host systems and network performance monitoring • Online Access (TP Monitors & Internet Access) • Systems & Operating Systems 				

Ref #	Technical Requirements	Proposer Response - List Specific Service(s) that covers each Ref #.	Proposer Response - Description of the Service Coverage.	Proposer Response - Enter # of Analysts (Non-Duplicated)	Score (For State's Use Only) *Max. Points: 20 for each section
200.24	<p>Web Services</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Web Services Infrastructure • Web Access • Web Server -a program that, using the client/server model and the Internet's Hypertext Transfer Protocol (HTTP), serves the files that form Web pages • Web Application Server - the application server combines or works with a Web (Hypertext Transfer Protocol) server • Portal - a major entry site for users to connect to the Web or that users tend to visit as an anchor site • Web Publishing - Design, develop, and maintenance of Web content • Authoring Tools 				

300.00 ADDITIONAL SERVICES					
Ref #	Technical Requirements	Proposer Response – Explain exactly what is provided and what is not provided for each Ref #.	Proposer Response - Explain how these services/products are provided for each Ref #.		Score (For State's Use Only) Max. Points: 20 for each section
300.01	<p>Conferences Provided – Ability to provide conferences, teleconferences, webcasts to client(s). Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Conferences – technology conferences presented on a specific technology area and/or various IT topics <ul style="list-style-type: none"> ◦ Presentations, workshops, seminars ◦ Dialogue with peers • Teleconferences – Ability to dial in, listen in, and speak with analysts about a range of key topics • Webcasts – live online chat by research analysts 				
300.02	<p>Consulting Services (Professional Services) Describe the ability to provide consulting services in the technical areas of coverage.</p> <ul style="list-style-type: none"> • Consultants able to leverage their area of research expertise 				
				TECHNICAL REQUIREMENTS RAW SCORE	
				POSSIBLE TECHNICAL REQUIREMENTS RAW SCORE	520
				TECHNICAL REQUIREMENTS SCORE	

* A score of 0 to 20 points will be assigned to each requirement.

Use the Proposer's "Technical Requirements Raw Score", and the following formula to determine the Technical Requirements Score (calculations shall result in numbers rounded to two decimal places):

$$\frac{\text{Proposer's Technical Requirements Raw Score}}{\text{Possible Technical Requirements Raw Score (520)}} \times 30 = \text{Technical Requirements Score}$$

CERTIFICATION OF COMPLIANCE

RFP # 317.03-109

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- a) the laws of the State of Tennessee;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Proposer Signature

Date

COST PROPOSAL FORMAT

RFP # 317.03-109

 Proposer Name
NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Proposer shall also provide a most current dated published Catalog, Price List, or Price Schedule and must quote a single percentage (%) discount applying to services related to 'Consulting Services'. No printed prices or items as shown in any Catalogs, Price Lists, or Price Schedules submitted, as part of the Cost Proposal shall be altered, amended or limited. All services and product lines subject to the single percentage (%) discount response shall be clearly defined by the Proposer.

Catalogs, Price Lists, or Price Schedules submitted will be evaluated and may be accepted in whole, or acceptance may be limited to specific services or groups of services or to a specified dollar amount.

A Catalog, Price List, Price Schedule or Internet Catalog site means the price included in a Catalog, Price List, Price Schedule or Internet Catalog Site that:

- d. Is regularly maintained by the Proposer;
- e. Is either published or otherwise available for inspection by customers; and
- f. States reasonable pricing comparable to pricing available to a significant number of any category of buyers constituting the general buying public for the services involved.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

The proposer must sign and date the Cost Proposal.

Cost must be proposed for each of the following cost-component categories and in accordance with the following instructions. IMPORTANT: to insure that they understand the requirements, Proposers must thoroughly review the RFP prior to developing their proposed costs.

9.2.1 Bundled Membership Cost for 4/2 Users. The Proposer shall propose a cost for four users with full research and advisory services access. Two (2) of those users will additionally have analyst inquiry privileges.

9.2.2 Bundled Membership Cost for 6/3 Users. The Proposer shall propose a cost for six users with full research and advisory services access. Three (3) of those users will additionally have analyst inquiry privileges.

9.2.3 Bundled Membership Cost for 10/4 Additional Users. The Proposer shall propose a cost for ten (10) users with full research and advisory services access. Four (4) of those users will additionally have analyst inquiry privileges.

9.2.4 Research & Advisory Service Single Membership with Analyst Inquiry Privileges Cost. The Proposer shall propose a cost for a single user to have full research and advisory services access and additionally have analyst(s) inquiry privileges. **(Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)**

9.2.5 Research & Advisory Service Single Membership with no Analyst Inquiry Privileges Cost. The Proposer shall propose a cost for a single user to have full research and advisory services access with no analyst(s) inquiry privileges. **(Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)**

9.2.6 Research & Advisory Service Single Membership Cost with Analyst Inquiry Privileges Cost. **(Note: A bundled group of users has not been purchased by the State.)**

9.2.7 Research & Advisory Service Single Membership Cost with no Analyst Inquiry Privileges Cost. **(Note: A bundled group of users has not been purchased by the State.)**

9.2.8 Technology Conference Registration Cost. The Proposer shall propose a cost for the registration fee of a Technology-specific Conference offered by the Proposer.

9.2.9 Published Catalog for “Consulting Services” – Discount Rate. The Proposer shall propose a discount rate for consulting services. This should be entered as a percentage (%) (ex. 20% less than the catalog price).

9.2.1 – Bundled Membership Cost for 4/2 Users

Enter Cost Below

Pricing for four (4) Users with Inquiry to Research & Advisory Services (two (2) of those Users to have Analyst Inquiry Privileges)	
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9.2.2 – Bundled Membership Cost for 6/3 Users

Enter Cost Below

Pricing for six (6) Users with Inquiry to Research & Advisory Services (three (3) of those Users to have Analyst Inquiry Privileges)	
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9.2.3 – Bundled Membership Cost for 10/4 Additional Users

Enter Cost Below

Pricing for 10 Users with Inquiry to Research & Advisory Services (four (4) of those Users to have Analyst Inquiry Privileges)	
---	--

**9.2.4 – Research & Advisory Service Single Membership with Analyst Inquiry Privileges Cost
(Add-on to existing membership base)**

Enter Cost Below

Research & Advisory Service Single Membership with Analyst Inquiry Privileges Cost (Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)	
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**9.2.5 – Research & Advisory Service Single Membership with no Analyst Inquiry Privileges Cost
(Add-on to existing membership base)**

Enter Cost Below

Research & Advisory Service Single Membership with no Analyst Inquiry Privileges Cost (Note: A bundled group of users has already been purchased by the State and this is an add-on to existing membership base.)	
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**9.2.6– Research & Advisory Service Single Membership with Analyst Inquiry Privileges Cost
(No previously purchased Memberships.)**

Enter Cost Below

Research & Advisory Service Single Membership with Analyst Inquiry Privileges Cost (Note: A bundled group of users has not been purchased by the State.)	
---	--

**9.2.7 – Research & Advisory Service Single Membership with no Analyst Inquiry Privileges Cost
(No previously purchased Memberships.)**

Enter Cost Below

Research & Advisory Service Single Membership with no Analyst Inquiry Privileges Cost (Note: A bundled group of users has not been purchased by the State.)	
--	--

9.2.8 – Technology Conference Registration Cost

Enter Cost Below

Technology Conference Registration Cost	
--	--

9.2.9 – Published Catalog for “Consulting Services” – Discount Rate

Enter Consultant Title, Consultant Rate and Discount Rate Below

Enter the Consultant title for “Senior Enterprise Technology Consultant”, as defined in Section 8 Pro Forma Contract, Scope of Services. (The title of the consultant must be included in the published catalog of services.)	
Enter the consultant rate per day for the above title.	
Enter a discount rate to be applied to all consulting services.	

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Signature

Date

TECHNICAL PROPOSAL EVALUATION FORMAT

RFP # 317.03-109

 Proposer Name

 Evaluator

 Date

PROPOSAL EVALUATIONS CATEGORY (AND RELATED CRITERIA)	SCORE
<u>General Proposer Qualifications and Experience (Maximum Points: 20)</u> <ul style="list-style-type: none"> - Proposer's Credentials - Proposer's Background including an organizational history - Whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony - Pending Litigation against the Proposer - Bankruptcy or Insolvency Proceedings - Account Representative's Availability - Customer References for similar services representing five of the comparable scope of services accounts currently serviced by the vendor (three of the references to be government clients) 	
<u>Technical Approach (Maximum Points: 10)</u> <ul style="list-style-type: none"> - Proposer's Research and Advisory Services Model - Proposer's Research Delivery Mechanisms 	
<u>Technical Requirements (Maximum Points: 30)</u> <ul style="list-style-type: none"> - Proposer's Technical Requirements Score from <i>Contract Attachment A, IT Research and Advisory Services Technical Requirements</i>. 	
TOTAL TECHNICAL PROPOSAL SCORE:	

COST PROPOSAL EVALUATION FORMAT

RFP # 317.03-109

Proposer Name

RFP Coordinator

Date

Proposers shall propose costs for Research and Advisory Services, as described in RFP Section 5.3 and RFP Attachment 9.2. Costs will be proposed for each of the nine (9) components of the Cost Proposal. All of the costs are proposed as single fixed costs. The RFP Coordinator shall then transcribe the totals into the "Total Cost" column of the table below and multiply the totals by the weights given, thereby calculating a "Factored Cost" for each component. The Factored Costs are then added to derive the "Overall Factored Research and Advisory Services Cost."

PROPOSED COST FOR EVALUATION:	Total Cost (Transcribed from Attachment 9.2)	Weight	Factored Cost (For State's Use Only)
Bundled Cost for 4/2 Users		25	
Bundled Cost for 6/3 Users		25	
Bundled Cost for 10/4 Additional Users		17	
Research & Advisory Service Single Membership with Analyst Inquiry Privileges Cost (Add-on to existing membership base)		10	
Research & Advisory Service Single Membership with no Analyst Inquiry Privileges Cost (Add-on to existing membership base)		10	
Research & Advisory Service Single Membership with Analyst Inquiry Privileges Cost (No previously purchased Memberships)		4	
Research & Advisory Service Single Membership with no Analyst Inquiry Privileges Cost (No previously purchased Memberships)		4	
Technology Conference Registration Cost		3	

PROPOSED COST FOR EVALUATION:	Discount Rate times Consultant Rate per day (Transcribed from Attachment 9.2)	Weight	Factored Cost (For State's Use Only)
Published Catalog for "Consulting Services" – Discount Rate		2	
Overall Factored Research and Advisory Services Cost			

The RFP Coordinator shall use the proposed cost for evaluation amount derived from cost proposals and the following formula to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places).

$$\frac{\text{lowest Overall factored Research and Advisory Services Cost for evaluation}}{\text{proposed Overall Factored Cost being evaluated}} \times \text{maximum cost points} = \text{SCORE of cost proposal being evaluated}$$

1. Lowest Overall Factored Research and Advisory Services cost amount from <u>all</u> proposals:	
2. The Overall Factored Research and Advisory Services cost for <u>this</u> proposal:	
3. The amount calculated by dividing the amount in row #1 by the amount in row #2:	
4. The maximum number of points that shall be awarded for the Cost Proposal category:	40
5. COST PROPOSAL SCORE -- the product calculated by multiplying the amount in row #3 by the number in row #4:	

PROPOSAL SCORE SUMMARY MATRIX
RFP # 317.03-109

[SIGNATURE]

RFP Coordinator

Date

	[PROPOSER NAME]	[PROPOSER NAME]	[PROPOSER NAME]
QUALIFICATIONS AND EXPERIENCE Maximum Points: 20			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
AVERAGE SCORE:		AVERAGE SCORE:	AVERAGE SCORE:
TECHNICAL APPROACH Maximum Points: 10			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
AVERAGE SCORE:		AVERAGE SCORE:	AVERAGE SCORE:

CONTINUED ON NEXT PAGE

TECHNICAL REQUIREMENTS Maximum Points: 30					
[EVALUATOR NAME]					
[EVALUATOR NAME]					
[EVALUATOR NAME]					
[EVALUATOR NAME]					
[EVALUATOR NAME]					
AVERAGE SCORE:			AVERAGE SCORE:		AVERAGE SCORE:
TOTAL TECHNICAL PROPOSAL Maximum Points: 60					
COST PROPOSAL Maximum Points: 40					
SCORE:			SCORE:		SCORE:
PROPOSAL SCORE (Maximum 100 Points)					
TOTAL SCORE:			TOTAL SCORE:		TOTAL SCORE:

NOTE: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

SAMPLE EVALUATION NOTICE



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
312 EIGHTH AVENUE NORTH
SUITE 1600, TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-0288
(615) 741-3700
FAX (615) 532-0471

DAVE GOETZ
COMMISSIONER

RICHARD ROGNEHAUGH
DEPUTY COMMISSIONER
CHIEF INFORMATION OFFICER

[DATE]

[NAME]
[COMPANY NAME]
[STREET ADDRESS]
[CITY, STATE, ZIP]

Dear [NAME],

Thank you for your proposal in response to RFP number 317.03-109. The state has completed its evaluation of proposals in response to this Request for Proposals, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED PROPOSER] is the apparent best evaluated proposer that the state will consider for contract award. This notice is NOT an acceptance of any offer, and the state retains the right to reject any proposal.

In accordance with the subject RFP and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate state officials.

We appreciate your interest in providing services to the State of Tennessee and hope that you will respond to future Requests for Proposals.

Sincerely,

[AGENCY HEAD SIGNATURE]

SUMMARY OF STATE OF TENNESSEE TECHNICAL ARCHITECTURE

The State has an IT Technical Architecture that consists of nine (9) architecture categories. This information is provided as reference material only. These are listed as follows:

Architecture Category	Description	Sub-Categories	Product Category
Application	The Application Architecture identifies development criteria and techniques associated with applications. The Application Architecture includes the languages, tools and utilities used to design, build, deploy, operate and maintain the State's applications.	Application Development (non-web) Identifies technology standards for how applications are designed, documented, and maintained. This sub-category in cooperation with the Collaboration Architecture provides criteria, approved methodologies and technologies that optimize the use and reuse of application components.	<ul style="list-style-type: none">• Languages• Tools & Utilities
		Application Server Involves applications designed and deployed where the user interface logic and business logic have been separated (into a tier-architecture).	<ul style="list-style-type: none">• Application Server
		Application Change Management Process of identifying, assessing, and processing changes & customizations To applications.	<ul style="list-style-type: none">• Application Change Management

SUMMARY OF STATE OF TENNESSEE TECHNICAL ARCHITECTURE

Architecture Category	Description	Sub-Categories	Product Category
Application	<p>The Application Architecture identifies development criteria and techniques associated with applications.</p> <p>The Application Architecture includes the languages, tools and utilities used to design, build, deploy, operate and maintain the State's applications.</p>	Output Management Control of the management, delivery and preservation of system produced information for such items as documents, reports and images.	<ul style="list-style-type: none"> • Output Management
		Application Integration Deals with the methods & mechanisms that facilitate the interoperation between independently developed application systems.	<ul style="list-style-type: none"> • Process Management
Collaboration	<p>The Collaboration Architecture identifies standards and components that facilitate the interaction of the workforce and promote group productivity.</p>	Imaging Electronic capture, storage, management, communication and retrieval of documents that have been converted from paper to digitized form.	<ul style="list-style-type: none"> • Imaging • Automated Data Capture
		Document Management Services for organizing, managing, and routing electronic documents.	<ul style="list-style-type: none"> • Document Management
		Workflow Enables electronic routing & control of information as it flows through an organization's business processing activities.	<ul style="list-style-type: none"> • Workflow

SUMMARY OF STATE OF TENNESSEE TECHNICAL ARCHITECTURE

Architecture Category	Description	Sub-Categories	Product Category
Collaboration	The Collaboration Architecture identifies standards and components that facilitate the interaction of the workforce and promote group productivity.	Directory Services Used to store, organize & retrieve information for a variety of functions, such as e-mail, resource definitions for NOSs, identity, authentication & authorization or access control.	<ul style="list-style-type: none"> • Directory Services
		Email Transmission of documents, notes & messages across a network.	<ul style="list-style-type: none"> • Electronic Mail
		Collaboration Tools Provide the capability to complete daily business functions.	<ul style="list-style-type: none"> • Desktop Publishing • Spreadsheet • Word Processing • List Management Software • Project Management
		Mobile Devices Include wireless handheld devices and PDA devices.	<ul style="list-style-type: none"> • Wireless handheld devices • PDA devices
		Data Storage Deals with the design, implementation, & maintenance of the database objects & performance.	<ul style="list-style-type: none"> • Database Management System (DBMS) • Database Change Management • Database Monitoring • Database Design
Data	The Data Architecture deals with the storage, maintenance, and access of electronic data within the State environment. Data types that must be addressed are alphanumeric, image, and multimedia. Objects, as a data type, may be addressed in a future version of this document.		

SUMMARY OF STATE OF TENNESSEE TECHNICAL ARCHITECTURE

Architecture Category	Description	Sub-Categories	Product Category
Data	The Data Architecture deals with the storage, maintenance, and access of electronic data within the State environment. Data types that must be addressed are alphanumeric, image, and multimedia. Objects, as a data type, may be addressed in a future version of this document.	Data Maintenance Deals with activities to ensure the quality & availability of the stored data.	<ul style="list-style-type: none"> • Data Availability (Backup/Recovery) • Data Movement (Archive/Migration/Replication/File Transfer) • Data Quality (Cleansing/Transformation)
		Data Access Deals with the ways in which data can be requested for various purposes, particularly outside of operational applications, and the ways to support security requirements.	<ul style="list-style-type: none"> • Query/Reporting • Data Analysis • Data Applications • Database Middleware • Data Security
		Data Warehousing The State Data Warehouse will consist of multiple servers running different operating systems & containing several databases.	<ul style="list-style-type: none"> • Data Analysis • Database Management System • Repository • Extract, Transform and Load
Information	The Information Architecture identifies development areas requiring significant multi-agency coordination in the context of enterprise data and resource management. Addressed are enterprise planning and policies, data development, data maintenance, application development, data distribution, and organizational/personnel structure.	Geographic Information Systems Addresses the support for enterprise geospatial data management & applications within the State.	<ul style="list-style-type: none"> • Desktop Client • Data Server • PDA Client

SUMMARY OF STATE OF TENNESSEE TECHNICAL ARCHITECTURE

Architecture Category	Description	Sub-Categories	Product Category
Network	<p>The Network Architecture supports the movement of electronic information, encompassing voice, data, and video. Components of the video, voice, and data infrastructures, and services and protocols to support the infrastructure are defined.</p>	<p>Cabling</p> <p>A facility wiring plan is a long-term investment. Wiring facilities are installed that adhere to strict wiring standards that are applied statewide.</p>	<ul style="list-style-type: none"> • WAN • LAN • Voice • SNA • Video
		<p>Point-to-Point Wireless</p> <p>The State has implemented limited point-to-point wireless connections, and all are based on industry standard protocols.</p>	<ul style="list-style-type: none"> • Wireless Protocol • Antenna • Wireless Transport
		<p>Data Networking (LAN, WAN, SNA)</p> <p>There is a uniform network architecture that enables LANs within the WAN to interoperate. These operations are based on a set of industry best practices: Network Fault Tolerance; Security; Capacity Planning; and Network Monitoring & Trouble Management.</p>	<ul style="list-style-type: none"> • WAN – Router • WAN – Carrier/Circuit • WAN – Network Protocols • WAN – Network Monitoring/Management • LAN – Hubs/Switches • LAN – Adapters • LAN – Network Protocols • LAN – Monitoring • LAN – File Access & Transfer Service • SNA – Backbone Transport • SNA – Network Management • SNA – Network Protocol

SUMMARY OF STATE OF TENNESSEE TECHNICAL ARCHITECTURE

Architecture Category	Description	Sub-Categories	Product Category
Network	The Network Architecture supports the movement of electronic information, encompassing voice, data, and video. Components of the video, voice, and data infrastructures, and services and protocols to support the infrastructure are defined.	<p>Voice</p> <p>Voice services for State agencies may consist of individual POTS lines from a LEC; Centrex service; or a premise-based key system or PBX with a pool of lines or trunk facilities capable of carrying multiple simultaneous calls over each facility.</p>	<ul style="list-style-type: none"> Commercial C/O Service PBX Trunks Premise Based Systems VMS – Voice Messaging System Business Lines Backbone Transport Long Distance Call Center Management
		<p>Video</p> <p>Coder-decoder equipment used on the State video network are H.320 and H.323 standards-based.</p>	<ul style="list-style-type: none"> Circuit/Carrier Video Protocol Telemedicine Peripherals CSU/DSU Modems Video CODEC Document Camera Video Switches Video Bridge

SUMMARY OF STATE OF TENNESSEE TECHNICAL ARCHITECTURE

Architecture Category	Description	Sub-Categories	Product Category
Platform	The Platform Architecture identifies technology hardware platforms and the related operating systems to support the current and future business requirements.	Operating Systems Manage the hardware & software resources of the computer systems.	<ul style="list-style-type: none"> • Application/Database Server Operating Systems • File and Print Services
		Hardware Defines the physical computer components that are included in the State's information technology environment.	<ul style="list-style-type: none"> • Hardware
		Host Communications Define the techniques used to communicate between the multiple hardware platforms that interface with the State's information technology environment.	<ul style="list-style-type: none"> • Host Communications
Security	The Security Architecture provides for integrating security services, mechanisms, objects and management functions, across multiple hardware and software platforms and networks.	Encryption Standards Encompasses the standard cryptographic algorithms to encrypt stored & transmitted data.	<ul style="list-style-type: none"> • Symmetric Key Encryption • Public Key Encryption • Hash Functions
		Security Services Encompasses authentication, access control, confidentiality, data integrity, non-repudiation, and audit services.	<ul style="list-style-type: none"> • Certificates • System/Data Security • Virus Protection • Firewalls • Intrusion Detection • Authentication Protocol

SUMMARY OF STATE OF TENNESSEE TECHNICAL ARCHITECTURE

Architecture Category	Description	Sub-Categories	Product Category
Security	The Security Architecture provides for integrating security services, mechanisms, objects and management functions, across multiple hardware and software platforms and networks.	Data Transmission Encryption Methods Encompasses the methods utilized to encrypt data in motion, i.e. transmitted data.	<ul style="list-style-type: none"> • Certificate Authority/Public Key Infrastructure • Encrypted Transport Protocols • VPN
		Data Storage Encryption Methods Encompasses the methods utilized to encrypt data at rest, i.e., stored data.	<ul style="list-style-type: none"> • Encryption Tools
Systems Management	The Systems Management Architecture defines the framework for efficient and effective management of the state's information processing environment in order to support and enhance the productivity of its automated business systems.	Storage Encompasses allocation & administration of the data storage devices associated with production systems.	<ul style="list-style-type: none"> • Storage Management
		Recovery Includes the capability to backup & retrieve the production systems.	<ul style="list-style-type: none"> • Backup/Retrieval
		Software Management Deals with the distribution of software.	<ul style="list-style-type: none"> • Software Distribution
		Monitoring Deals with all aspects of performance tuning.	<ul style="list-style-type: none"> • Performance Tuning
		Help Desk Deals with recording, tracking & documenting the resolutions of reported problems.	<ul style="list-style-type: none"> • Problem Control Management

SUMMARY OF STATE OF TENNESSEE TECHNICAL ARCHITECTURE

Architecture Category	Description	Sub-Categories	Product Category
Systems Management	The Systems Management Architecture defines the framework for efficient and effective management of the state's information processing environment in order to support and enhance the productivity of its automated business systems.	Online Access Deals with the remote access to the State's production systems.	<ul style="list-style-type: none"> • TP Monitors • Internet Access
		Training	<ul style="list-style-type: none"> • Computer-based training
		Web Access Encompasses the products that give access to the Web.	<ul style="list-style-type: none"> • Web Browser • Web Server
Web	The Web Architecture describes how the State of Tennessee is structured to support web or browser-based activity.	Web Application Server Deals with a suite of software that forms the middle layer in a 3-tier, Web-based network.	<ul style="list-style-type: none"> • Application Server
		Web Application Development Encompasses the products (hardware & software) that support web application development.	<ul style="list-style-type: none"> • Web Application Development Tools • Web Graphical User Interface Development Tools
		Web Publishing Deals with static web content pages, typically written in HTML, that are delivered using Internet technology & require no runtime packages other than web server software.	<ul style="list-style-type: none"> • Web Publishing